



**STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF PARKS AND FORESTRY**

## **Request for Proposal**

# **Management/Operation of Basic Concession Services and Catering/Event Management Services, Liberty State Park**

**Jersey City, Hudson County**

**Release Date: September 1, 2011**

**Due Date: September 29, 2011**

## **1.0 GENERAL INFORMATION FOR BIDDERS**

### **1.1 Purpose and Intent**

This Request for Proposal (RFP) is issued by the New Jersey Department of Environmental Protection (“Department”), Division of Parks and Forestry (“Division”), on behalf of the State of New Jersey (the “State”). The purpose of this RFP is to solicit proposals from qualified bidders to operate, maintain, and manage food, beverage and concession sales and catering and events management services within designated facilities, structures and areas at Liberty State Park (“Park Property”), located in Jersey City, Hudson County, New Jersey. In addition, the Operator will be required to provide all services and staff for the annual Fourth of July celebration at Liberty State Park. The Department is seeking an Operator that has experience and knowledge in food service, catering and events management, is financially stable, and shows strength in customer service commitment and employee performance. The winning bidder will enter into a ten-year Operating Agreement with the Department and will have the potential to renew the Operating Agreement for an additional five-year term. As consideration for entering into the Operating Agreement, the successful bidder will pay the State a fixed annual fee, increased annually by three (3) percent, plus a percentage of annual gross revenue earned from its operations at the Park Property.

It is the goal of the State to continue the safe and efficient operation of the Park Property. Thus, the Department intends to enter into an agreement with a capable Operator to provide the aforementioned services at the Park Property in accordance with federal, State, and local laws and the terms set forth in the Operating Agreement, attached to and incorporated herein as Exhibit B. The successful bidder will be responsible for the day-to-day operation of food, beverage and concession sales and catering and events management services at the Park Property and will be responsible for the full-time management and delivery of said services, as well as their marketing and commercial development in accordance with the Department’s goals.

This Request for Proposal seeks proposals that include, at a minimum, Basic Concession Services and Catering/Event Management Services, explained in greater detail below. The Department will also entertain proposals for the development and operation of a restaurant in the Central Railroad of New Jersey Terminal (“Terminal”) and other services that a bidder may propose that are permissible on the Park Property, and which will increase usage while maintaining public access.

#### **1.1.2 Minimum requirements**

##### **A. Basic Concession Services**

The Department is seeking an Operator who will provide concession services at the Park Property, consisting of limited food & beverage and novelty & souvenir sales (“Basic Concession Services”). The audience for these services includes visitors to the park, including those getting on or off ferries to or from Ellis Island, the Statue of Liberty and New York; as well as those participating in public events held at or from the park, such as charitable walkathons, or seasonal cruises aboard New Jersey’s official tall ship.

## **B. Catering/Event Management Services**

The Department would like to increase usage of the Park Property for corporate and social events. To that end, this Request for Proposal seeks an Operator who will develop, manage, market, and provide catering and other services appropriate for corporate and social events, such as receptions, press conferences, product launches, weddings, dinners and luncheons (“Catering/ Event Management Services”). The Operator will have access to the facilities in the Park Property set forth in Section 1.3 (Facilities).

## **C. Equipment for Basic Concession Services**

Operator will be required to provide:

- i.. A minimum of five (5) mobile units for provision of food, beverages, novelties, pretzels, Italian ice, etc.
- ii. A quality, semi-permanent (fixed, but temporary) concession area within a pre-approved portion of the Terminal Building or Concourse consisting of a full-service food preparation and sales area, including high-quality wood shelving, display racks and storage closets for novelties. Mobile units will not be permitted inside Terminal.
- iii. A minimum of one (1) dedicated pickup/delivery vehicle.
- iv. Storage freezers.
- v. Safes, point of sale devices/cash registers, shelving, and fixtures.
- vi. Moveable and nonmoveable trade fixtures, as defined in the Operating Agreement, attached to and incorporated herein as Exhibit B, in sufficient quantity and quality necessary for the management, maintenance and operation of Basic Concession Services.

## **D. Fourth of July Celebration**

Operator will be required to provide all services and staffing for the annual Fourth of July celebration at Liberty State Park, which attracts approximately sixty to eighty-thousand (60,000-80,000) visitors (“Independence Day Event”). Services to be provided include ten to fifteen (10 to 15) additional food concession areas/carts/stands. Operator shall submit a separate management plan for the Fourth of July celebration to Department by May 1 of each year for approval, detailing the event staffing and services to be provided.

## **E. Set-up/breakdown**

For each event on Park Property, Operator shall mobilize, set up, serve, break down, and return the Park Property to its original condition by 7 a.m. of the following day.

#### **F. Liquor License**

A liquor license is not included as part of the RFP or the Operating Agreement. It will be the responsibility of the Operator to apply to the Division of Alcoholic Beverage Control (ABC) for, and be qualified to hold, a license to sell and serve alcoholic beverages for on-premise consumption. *(Based on Operator's Operational Management Plan submitted with its proposal, the final Operating Agreement will include specific areas within Park Property in which Operator will have the right to serve alcoholic beverages and the times those beverages will be sold, pending grant of license by the Division of Alcohol and Beverage Control.)* The Department will require Operator to enter into a separate lease agreement for nominal rent for the room in which Operator will be storing alcoholic beverages and records related to the purchase and sale of said beverages, pursuant to ABC regulations.

#### **1.1.3 Optional Proposals**

The Department will also consider proposals to construct and operate a kitchen and restaurant in the Terminal and to provide other services that will increase usage of the Park Property even if such services are not explicitly listed in this RFP, provided such uses of the Park Property are permissible on State park land under the laws governing the acquisition and use of land for recreation and conservation purposes as defined at N.J.A.C. 7:36-2.1, and the State Park Service rules, N.J.A.C. 7:2-1 et seq.

In addition, the Department holds or can provide access to photographs and ephemera associated with the history of the Terminal and would entertain proposals for the creation and marketing of reproductions, as well as for a regularly scheduled interpretive tour of the Terminal that offered small audiences a look at second and third floor spaces.

#### **1.1.4 General**

All bidders shall submit as part of their bid proposals an Operational Management Plan, described in Section 4.4.3.3, setting out how they propose to operate, manage, and market Basic Concession Services, Catering/Event Management Services, the Independence Day Event, and other proposed services at the Park Property. Based on this Operational Management Plan, bidders also must propose a fixed annual fee, increased annually by three (3) percent, plus a fixed percentage of annual gross revenue. The winning bidder will be the qualified, experienced bidder whose proposal is most responsive to the State's goals and whose plan provides a realistic means of generating revenue for the State.

The intent of this RFP is to award a contract in the form of an Operating Agreement to a responsive bidder whose bid conforms to the requirements of this RFP and is most advantageous to the State, based on the Department's evaluation criteria set forth in Section 6.3.

The Department, including Liberty State Park, reserves the right to organize and manage up to five (5) events a year, and shall provide Operator with no less than 90 days notice of such events, including an Earth Day celebration.

## **1.2 Background**

Liberty State Park is located on Upper New York Bay in Jersey City, New Jersey, overlooking the Statue of Liberty, Ellis Island, and the Manhattan skyline. A green oasis in New Jersey's most densely populated region, the 1,212-acre park includes a wildlife habitat, open water, fields, nature trails, and bike paths, as well as a two-mile waterfront promenade. The Park was assembled through land purchases made with state and federal funds and Jersey City's donation of 156 acres. It was dedicated for public use on June 14, 1976.

Activities in the park include boating, canoeing, picnicking, fishing, hiking, biking, and numerous special events. More than 5 million annual visitors can be accommodated within the Park's 598 upland acres, 523 tidal acres, 25 structures, and 5.3 miles of roads.

The historic Central Railroad of New Jersey (CRRNJ) Terminal, completed in 1889, is the cornerstone of Liberty State Park. Built at a time of intense immigration from Europe, it served as both a railroad and a maritime terminal, with arrivals by train and ferry processed at Ellis Island and entering the U.S. through the building. The Terminal's peak year was 1929, when 21 million passengers passed through. The Terminal was acquired and developed with funds raised pursuant to the New Jersey Green Acres Bond Acts of 1961 (L. 1961, c. 45) and 1974 (L. 1974, c. 102), as well as the Housing and Redevelopment Act of 1970 (42 U.S.C.A. 1500 et seq.). Additionally, the Terminal is on the National and New Jersey Registers of Historic Places; funding from the federal Historic Preservation Fund has been used for the preservation/rehabilitation of part of the Terminal. The Terminal's utility is restricted by its funding sources; any use of the Terminal must enhance, expand, or directly support the Park's public outdoor recreation, conservation, and historic purposes.

The Jersey City Terminal was one of seven fully developed railroad maritime passenger terminals at the Port of New York. These maritime terminals, as an architectural type and in their technological development, were unique to the New York/New Jersey Harbor and the San Francisco Bay.

The Terminal was jointly designed by the prominent Boston architects Peabody and Stearns and by the CRRNJ engineering staff. The building's 1975 nomination to the National Register of Historic Places notes that "it was probably the finest, architecturally, of all the maritime terminals." The Waiting Room, which rises to the full height of the building, is one of New Jersey's great indoor spaces. Exposed wrought iron trusses are used in its dramatic roofing, with natural lighting provided by dormers and a ridge skylight.

When the complex was modified in 1914 to accommodate access to two-level ferries, the exterior and upper floors were largely unchanged, while some first-floor functions were rearranged. The work was described in the June 27, 1914 issue of *Engineering Record* as "more

expensive and difficult on account of the necessity of providing for the safety of more than 50,000 passengers and maintaining without interruption more than 1,200 train movements daily.”

The Hudson River ferry terminals in New Jersey experienced a gradual decline in patronage and profitability that began following World War I and continued through increased competition from the Hudson and Manhattan Railroad (predecessor of PATH) and the Pennsylvania Railroad Hudson River tunnels. Completion of the Hudson and Lincoln Tunnels and the George Washington Bridge intensified the decline. The CRRNJ Terminal and ferry closed in 1967.

### **1.3 Structures and Facilities**

#### **1.3.1 Facility Descriptions**

A. Operator shall be granted the exclusive right to operate, maintain, and manage food, beverage, novelty and souvenir sales (“Basic Concession Services”), daily from January 1 to December 31. Basic Concession Services shall be open for business from 8 a.m. to 6 p.m. each day, at the following areas of the Park Property:

- Administration Building Concession Area (excluding mobile units)
- Gatehouse
- Train Baggage Car (mobile unit may be placed outside car)\*
- Historic CRRNJ Terminal, specifically inside the following locations:
  - Northeast Entryway to Waiting Room (excluding mobile units)
  - Room #116 (excluding mobile units)
  - Approximately 1,000 sq ft in Room 107 (which Operator may convert to a kitchen)
  - Limited Partial Access to the South Tunnel
- Walkways (limited to mobile unit)\*
- Plaza\* (limited to mobile unit)
- Parking lots\* (limited to mobile unit)
- Liberty Walk\* (limited to mobile unit)
- Playground\* (limited to mobile unit)

*\*as approved in Mobile Unit Plan*

B. Operator shall be granted the exclusive right to develop, manage, market, and provide catering and other services appropriate for corporate and social events, in the following facilities within the Park Property, both outside of and inside the Terminal:

- i. Concourse: 23,000 sq ft. Historic structure, large roof-covered outdoor area, open wall, no HVAC, concrete floor. Capacity: 1,800 seated and 3,000 standing.
- ii. South Field: Approximately 750 ft by 200 ft. Grass field without amenities.
- iii. Waiting Room (Room #101): 6,000 sq ft. High ceiling, fully enclosed, HVAC, historic room with tile floor. Capacity: 400 seated, 1,400 standing. Availability: Outside public hours.
- iv. Blue Comet Auditorium (Room #110): Historic auditorium style room, with dim-able lighting, sound system and overhead LCD projector, modern stained glass ceiling and carpet flooring. Capacity: 125 seated. Availability: Outside public hours.
- v. Room #116: Approx. 630 sq. ft. Unfinished storage area with large stainless steel sinks, electricity and concrete flooring.
- vi. Kitchen Area (Room #107, part of): Approx. 1,000 sq ft. High ceilings with rubber tile flooring. This area is currently being used as a security screening area, but will be available for use as a kitchen. Utility hook-ups are provided, but Operator will have to install all necessary catering and/or restaurant equipment.
- vii. Restaurant (optional) (Room #107, part of): Approx. 1,580 sq.ft.
- viii. Riverside Conference Room (Room #215): 969 sq ft. Corner office. Overhead LCD projector, baseboard heat, double-hung windows, drywall, acoustical ceiling tiles, sprinklers and sink. Set up as conference room, seating 40. Views of Hudson River and Manhattan.
- ix. Room #210: 420 sq. ft. Set up as conference room.
- x. Room #216: 620 sq ft. Views of Hudson River and Manhattan
- xi. Room #218: 567 sq ft. Views of Hudson River and Manhattan.
- xii. Classroom (Room #206a): 591 sq ft. South view with partial views of Ellis Island and Statue of Liberty. Vinyl floor tile, drywall and exposed brick, 2 x 2 ceiling tiles, incandescent lighting.
- xiii. Classroom (Room #206b): 727 sq ft. South view with partial views of Ellis Island and Statue of Liberty. Vinyl floor tile, drywall, 2 x 2 ceiling tiles, ceramic sink, wood cabinets.

xiv. Room #302: 1,105 sq ft. Limited North and South views, wood support beams, 7 ft ceiling height under HVAC ducts. This room may be used for office space by Operator.

xv. Room #306: 1,173 sq ft. Views of Hudson River and Manhattan. Commercial carpeting, drywall, ceiling tiles and baseboard heat.

### **1.3.3 Limitations on Existing Structures and Facilities**

A. The CRRNJ Terminal Building, listed on the National and New Jersey Registers of Historic Places, has original architectural features and finishes; replacement features and finishes in the style of the original, and modern features and finishes. Operator and its employees will be instructed on the differences in order to understand the high importance the Department places on prohibitions against attaching anything to the original finishes and features.

B. The South Field has no source of electricity or water.

### **1.3.4 Water Usage, Septic System and Utilities**

All costs associated with the Operator's water usage and septic system usage will be paid for by the Department, as will utility usage costs other than for phone and data lines. Operator will be responsible for installation and usage fees for all phone, fax, internet and other data lines, the placement of which on Park Property must be approved in advance by the Park Superintendent.

## **1.4 Parking Lot & Valet Parking**

The Department has a management agreement with Central Parking Systems, Inc. ("Parking Vendor"), to maintain and operate the parking lots adjacent to the Terminal ("Ferry Parking Lot" and "2-Hour Parking Lot"), as depicted on the map attached hereto as Exhibit A. Under the terms of this agreement, incorporated herein and attached as Exhibit E, the Parking Vendor has the authority and responsibility to collect parking fees for events held after normal park operating hours, provide valet parking, and remove snow and ice from parking lots. The Operator will be bound by the terms of the Department's current and future management agreements for Parking Lots adjacent to Terminal. The current agreement with the Parking Vendor has been extended to October 31, 2011. When the Department publicly bids a new management agreement for the parking, Operator may submit a proposal.

### **1.4.1 Snow Removal**

The Department is responsible for snow removal at Liberty State Park, other than at the Terminal Parking Lots, which is the responsibility of the Parking Vendor.

## **1.5 Key Events**

The winning bidder shall meet with members of the Department within seven (7) days of the proposal award. The winning bidder must be prepared to assume full operation of the Basic Concession Services on the Park Property on December 1, 2011. A phase-in schedule for marketing and delivery of Catering/Event Management Services and other services should be included in the Operational Management Plan described in Section 4.4.3.3 herein.

### **1.5.1 Questions and Inquiries**

The Department will accept questions and inquiries from all potential bidders receiving this RFP. Questions may be submitted in writing only, via mail or email, to the Department at the following address:

Department of Environmental Protection  
Division of Parks and Forestry  
Office of Leases  
Attention: Marci Green, Administrator  
501 E. State Street  
Mail Code: 501-3A  
P.O. Box 420  
Trenton, NJ 08625-0420  
email: office-of-leases@dep.state.nj.us

#### **1.5.1.1 Submission Cut-Off Date**

The cut-off date for the submission of questions will be the date of the Mandatory Bidders Meeting (“Meeting”), details of which are set forth in Subsection 1.5.2 below. While all questions will be entertained at the Meeting, it is strongly urged that questions be submitted in writing prior to the Meeting. Written questions must be delivered to the Administrator of the Office of Leases (“Administrator”). It is requested that bidders with long, complex, or multiple-part questions submit them in writing as far in advance as possible, in order for the Department to prepare answers by the time of the Meeting.

#### **1.5.1.2 Question Protocol**

Questions should be submitted in writing to the attention of the Administrator. Written questions should be directly tied to the RFP. Questions should be asked in consecutive order, from beginning to end, following the organization of this RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Brief procedural inquiries may be accepted over the telephone by the Office of Leases. However, oral explanations or instructions given over the phone shall not be binding upon the State. Bidders shall not contact the Division of Parks and Forestry or any other branch of the Department directly, in person, or by telephone, concerning this RFP.

### **1.5.2 Mandatory Bidders Meeting**

A Mandatory Bidders Meeting (“Meeting”) has been scheduled for this procurement. The Meeting will be held on the Park Property at the Blue Comet Auditorium of the CRRNJ Terminal on September 15, 2011 at 11:00 a.m.

NOTE: Bids automatically will be rejected from any bidder or authorized representative not in attendance or who fails to register properly at the Meeting.

The purpose of the Meeting is to provide a structured and formal opportunity for the Department to accept questions from bidders regarding this RFP. The Meeting also will provide bidders with an opportunity to view the Park Property.

Any revisions to the RFP resulting from the Meeting will be formalized and distributed to attendees as written addendum to the RFP. Answers to deferred questions also will be distributed to attendees as written addendum to this RFP.

## **1.6 Additional Information**

### **1.6.1 Revisions to the RFP**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed as follows:

- i. Any addendum issued before the Meeting (see Subsection 1.5.2) will be distributed to all bidders who were sent the initial RFP; and
- ii. Any addendum issued at the time of or after the Meeting will be distributed only to those bidders that attended and properly registered at the Meeting.

### **1.6.2 Addendum as Part of the RFP**

Any addendum to this RFP shall become part of this RFP and part of any agreement resulting from the RFP.

### **1.6.3 Issuing Office**

This RFP is issued by the New Jersey Department of Environmental Protection, Division of Parks and Forestry. The Administrator is the sole point of contact between the bidder and the Department for the purposes of this RFP.

### **1.6.4 Bidder Responsibility**

The bidder assumes sole responsibility for the complete effort required by this RFP. No special consideration shall be given after bids are opened because of a bidder’s failure to be knowledgeable of all the requirements of the RFP. By submitting a proposal in response to this RFP, each bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP. The bidder further represents that it has made its own calculations,

based on the information provided and its own research and experience, of costs, expenses, and revenues, for which the Department bears no liability.

### **1.6.5 Cost Liability**

The State assumes no responsibility and bears no liability for costs incurred by bidders in the preparation and submission of bid proposals in response to this RFP. Furthermore, the Department does not warrant or guarantee any current or future revenues that may be generated from operation of the Park Property.

### **1.6.6 Contents of Bid Proposal**

The entire content of every bid proposal will be opened publicly and becomes a public record. This is the case, notwithstanding any statement to the contrary made by a bidder in its bid proposal.

As public records, all bid proposals are available for public inspection. Interested parties may make an appointment with the Administrator to inspect bid proposals received in response to this RFP.

### **1.6.7 Price Alteration**

Bid prices must be typed or written in ink. Any price change, including “white-outs,” must be initialed. Failure to initial price changes may preclude an award from being made to a bidder.

### **1.6.8 Joint Venture**

If a joint venture is submitting a bid, the agreement between the parties relating to said joint venture should be submitted with the joint venture’s proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Pay to Play Disclosure Statement, Ownership Disclosure Form, Affirmative Action Employee Information Report, and foreign (i.e. out of State) corporation registration, if applicable, must be supplied for each party to a joint venture.

## **2.0. DEFINITIONS**

The following definitions shall be part of any agreement executed as a result of this RFP:

- a. “Department” or “the State” shall mean the State of New Jersey, Department of Environmental Protection.
- b. “Park Property” shall mean those areas of Liberty State Park that Operator will be able to use and have access to pursuant to the Operating Agreement, as shown on the maps attached hereto as Exhibit A.

- c. “Operating Agreement” shall mean the written agreement resulting from this Request for Proposal executed by the New Jersey Department of Environmental Protection and the winning bidder.
- d. “Operator” shall mean the winning bidder to this Request for Proposal that enters into an Operating Agreement with the New Jersey Department of Environmental Protection.
- e. “Bidder” shall mean an individual or a company or a consortium that submits a bid proposal in response to this Request for Proposal.
- f. “Meeting” shall mean the Mandatory Bidders Meeting.
- g. “Division” shall mean the Division of Parks and Forestry.
- h. “Office” shall mean the Office of Leases.
- i. “Administrator” shall mean the Administrator of the Office of Leases.
- j. “Commissioner” shall mean the Commissioner of the New Jersey Department of Environmental Protection.
- k. “Evaluation Committee” shall mean a committee established by the Department to review and evaluate bid proposals submitted in response to this RFP and to recommend a proposal award.
- l. “Operational Management Plan” shall mean a detailed business plan submitted by each bidder in response to this RFP that details its proposal for operating, managing, and developing Basic Concession Services, Events Management Services at the Park Property and other services proposed, in accordance with the State’s goal.
- m. “Fiscal year” shall mean the period beginning July 1 and ending June 30 in any given calendar year.
- n. “Request for Proposal (RFP)” shall refer to this document, which establishes the bidding requirements and solicits proposals to meet the needs of the Department as identified herein.
- o. “Gross Revenue” is defined to include all sales at the gross selling price of merchandise and items of every character sold in, upon, or through the Park Property by the Operator, or any other person, firm, or corporation, including, but not limited to, all revenues and sales related to the food and beverage, novelty and souvenir, catering and event management operations at the Park Property, and gross charges for all services to customers or patrons, and shall include sales and charges for cash and credit, regardless of whether or not the same is collected or uncollected, less all

proper credits for returned merchandise, merchandise exchanges and merchandise cancellations, allowances, or discounts, as well as any sales taxes collected by the Operator and remitted to taxing authorities with respect to each Term Year as provided in the Operating Agreement.

### **3.0 SCOPE OF WORK**

The Department seeks to enter into a ten-year Operating Agreement (with an optional five-year renewal term) with a private individual or entity that will perform the services set forth in the Operating Agreement, a copy of which is attached and incorporated by reference as Exhibit B. Bidders should refer to the Operating Agreement in preparation of submitting a bid proposal to gain a full understanding of the services required to be performed thereunder.

In exchange for entering and performing under the Operating Agreement, the Operator shall pay the Department a fixed annual fee, which will be increased by 3 percent annually, plus a fixed percentage of annual gross revenue.

### **4.0 PROPOSAL PREPARATION & SUBMISSION**

#### **4.1 General Information**

The bidder must follow the instructions contained in this RFP in preparing and submitting its bid proposal. The bidder is advised to read thoroughly and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and proposal award process. Any qualifying statements made by the bidder as to the RFP's requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, processes, and procedures are revealed. However, each bidder is cautioned that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, alternatively, may result in a low technical score being given to the bid proposal.

#### **4.2 Proposal Delivery and Identification**

In order to be considered, a bid proposal must arrive at the Office of Leases no later than 5:00 p.m. on **September 29, 2011**. All bidders submitting proposals are advised to allow adequate delivery time to ensure punctual delivery of proposals. Late proposals are ineligible for consideration. The exterior of all bid proposal packages must be labeled with the bid identification number, final bid opening date, and the bidder's name.

#### **4.3 Number of Bid Proposal Copies**

Each bidder must submit one (1) complete original bid proposal that clearly has been marked as the “ORIGINAL” bid proposal. Each bidder also must submit four (4) full, complete, and exact copies of the original. The copies are necessary in the evaluation of each bid. Bidders failing to provide the required number of copies shall be charged the cost incurred by the Department in producing the required number of copies. It is suggested that each bidder make and retain a copy of its bid proposal for its own records.

#### **4.4 Proposal Content**

The bid proposal should be submitted in one volume that is divided in five (5) parts as follows:

##### **4.4.1 Forms (Part 1)**

###### **4.4.1.1 Affirmative Action Employee Information Report**

The bidder must complete the attached Affirmative Action Employee Information Report, a copy of which is attached and incorporated by reference as Exhibit D or alternatively, must supply either (1) a New Jersey Affirmative Action Certificate or (2) evidence that the bidder is operating under a federally-approved or sanctioned affirmative action program. This requirement is a precondition to entering into a valid and binding contract with the State.

###### **4.4.1.2 Business Registration Reporting**

Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, should be submitted by the bidder with its bid proposal. No Operating Agreement shall be executed without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730.

All foreign (i.e. out of State) corporations receiving a notice of proposal award shall be afforded seven (7) days thereafter to register with the Division of Revenue.

###### **4.4.1.3 Pay to Play**

All bid applications are subject to the provisions of N.J.S.A. 19:44A-20.13 et seq. and N.J.S.A. 19:44A-20.26 et seq. (P.L. 2005 c. 51 and P.L. 2005 c.271, collectively “Pay to Play”). Compliance with these acts shall constitute a material term and condition of the bid application, and these acts shall be binding upon the parties thereto upon the entry of an Operating Agreement. All bidders must complete and submit with their bid proposals the following enclosed forms, copies of which are attached and incorporated by reference as Exhibit D in accordance with their instructions: (1) Ownership Disclosure Form; (2) Contractor Certification and Disclosure of Political Contributions Form (P.L. 2005, c. 51); and (3) Vendor Certification and Political Contribution Disclosure Form (P.L. 2005, c. 271).

Bidders further are advised of their responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, section 3) if the bidder receives contracts in excess of Fifty thousand (\$50,000.00) dollars from a public entity in a calendar year. It is the bidder's responsibility to determine if filing is necessary. Failure to so file will preclude a proposal award and can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at (888) 313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### **4.4.2 Background Information (Part 2)**

Each bidder shall submit written answers to the following inquiries:

- i. How many years has your organization been in business under its present business name?
- ii. Under what other or former names has your organization operated?
- iii. If your organization is a corporation, provide the following information: date of corporation; state of incorporation; president's name; vice president's name; secretary's name; and treasurer's name.
- iv. If the organization is a partnership, provide the following information: date of organization; type of partnership; and name(s) of general partner(s).
- v. If your organization is individually owned, provide the following information: date of organization; and name of owner.
- vi. Has your organization ever failed to complete any contract awarded to it?
- vii. Within the past five (5) years, has any officer or principal of your organization ever served as an officer or principal of another organization when it failed to complete a contract?
- viii. Are there any judgments, claims, arbitration proceedings, or lawsuits pending or outstanding against your organization or its officers?
- ix. Has your organization filed any lawsuits or requested arbitration with regard to any contracts within the last five (5) years?
- x. Has any owner made a claim against you, which has resulted in arbitration or litigation within the past five (5) years?

- xi. Has your organization or any of its officers or owners ever been convicted of a crime, or are they presently the target of any criminal or administrative investigation?
- xii. Has your organization or any of its officers or owners ever been disqualified, suspended, or debarred from a contract with any federal, State, or local government entity?

If the answer to any questions “vi” through “xii” is yes, please provide details.

Each bidder also shall describe in detail its expertise in providing the concession services and catering/event management services described in Section 1.1.2 of this RFP for projects similar in size and scope to the Park Property, including:

- i. a description of all basic concession services and catering and event management services at municipal, State, or federal parks the bidder has managed, including size, location, and annual visitation; and
- ii. the beginning and ending dates of each management contract or lease associated with each municipal, State, or federal park listed in “i” above.

#### **4.4.3 Technical Proposal (Part 3)**

In this Section, the bidder shall describe in detail its plans and approach for fulfilling the requirements as reflected in the Operating Agreement. The Operating Agreement fully describes the minimum services to be provided by the Operator. The bidder must present its understanding of the requirements of the Operating Agreement and its ability to fulfill said requirements successfully while maintaining significant public access to the Park Property. However, the bidder should not be limited by the services described and is encouraged to expand upon, supplement, or add other service areas where the bidder has expertise that may benefit the State. This section of the bidder’s proposal should contain at least the following information:

##### **4.4.3.1 Management Overview**

The bidder shall set forth its overall technical approach and plans to meet the requirements of the Operating Agreement in a narrative format. This narrative should be presented as an Operational Management Plan. The Operational Management Plan shall contain a complete description of how the bidder intends to implement each aspect of the operation and requirements set forth in the Operating Agreement. The narrative should convince the State that the bidder understands the objectives the Operating Agreement is designed to meet, the nature of the services required, and the level of effort necessary to successfully carry out the Operating Agreement. The bidder’s narrative further should be designed to convince the Department that the bidder’s Operational Management Plan is viable and that the bidder’s general approach to undertaking the Operating Agreement and fulfilling the State’s goals is in accordance with the tasks and subtasks involved.

Mere reiteration of the requirements set forth in the Operating Agreement is strongly discouraged, in that such a narrative would not provide insight into the bidder's ability to successfully perform under the Operating Agreement. In sum, the bidder's response to this Section of the RFP should be designed to convince the Department that the bidder's detailed plans and proposed approach to performing the requirements under the Operating Agreement are realistic, attainable, and appropriate and that the bidder's proposal will lead to successful performance.

#### **4.4.3.2 Agreement Management**

The bidder should describe its specific plans to manage, control, and supervise the Operating Agreement to ensure satisfactory performance according to the bidder's proposed schedule. The Operational Management Plan should include the bidder's approach to communication with the Department, including but not limited to status meetings and status reports.

#### **4.4.3.3 Specific Plan Content**

The bidder's Operational Management Plan should identify and fully detail the following:

- A. a detailed description of the proposed services to be provided by Operator;
- B. a description of fixtures and equipment to be provided by Operator
- C. a staff organization plan which shall include number of employees, description of duties and qualifications for each position
- D. A plan detailing items of food, novelties and souvenirs to be sold from mobile or fixed units and their projected prices, within the parameters specified in Paragraph 18 of the Operating Agreement.
- E. Operator's procedure for booking events, including deposit, refund and cancellation policy;
- F. Operator's fee schedule\*, including deposit, refund and cancellation policy;
- G. financial management system and internal control procedures to be established;
- H. an emergency procedures plan;
- I. proposed months, days and hours of operation for each service to be provided;
- J. identification of each room in which Operator intends to serve alcohol, and the proposed hours of service;
- K. proposed plans for improvements
- L. plan for ensuring that the staff of Liberty State Park ("Park Staff") is notified of all events occurring on the Park Property once the events are booked and that Park Staff has electronic access to the full calendar of events on the Park Property at all times;
- M. plans for constructing and operating a public restaurant should include a construction schedule, initiation dates, anticipated completion dates,

detailed plans for operating restaurant, including proposed hours of operation and the types of food to be sold.

\*All fees are subject to the Department's review and ultimate approval and should be comparable to those charged by other public facilities in the area.

#### **4.4.3.4 Mobilization and Implementation Plan**

It is essential that the State move forward quickly to have the Operating Agreement in place. Therefore, the bidder must include as part of its bid proposal a mobilization and implementation plan, beginning with the date of notification of the proposal award. The mobilization and implementation plan should include the following elements:

- i. A detailed timetable for the mobilization and implementation period. This timetable should be designed to demonstrate how the bidder will be prepared to provide Basic Concession Services at Park Property on December 1, 2011.
- ii. The bidder's plan for the development and use of management, supervisory, or other key personnel during the mobilization and implementation period. The plan should show all management, supervisory, and key personnel that will be assigned to manage, supervise, and monitor the bidder's mobilization and implementation of the Operating Agreement, with Basic Concession Services to begin on December 1, 2011.

The bidder should submit a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to implement the Basic Concession Services by the required start date.

In addition, the bidder should submit a plan, with schedule, for the marketing and implementation of the Catering/Events Management Services. The plan should detail proposed services and types of events, as well as projected price schedules.

The bidder also should submit a plan for the use of sub-operators, if any. Emphasis should be placed on how any sub-operator identified will be involved in the mobilization and implementation plan.

#### **4.4.3.5 Potential Problems**

The bidder should set forth a summary of any and all problems anticipated during the term of the Operating Agreement. For each problem identified, the bidder should provide its proposed solution.

#### **4.4.4 Organizational Support and Experience (Part 4)**

The bidder should include information relating to its organization, personnel, and experience, including but not limited to references, together with contact names and telephone numbers, evidencing the bidder's qualifications and capabilities to perform the services required by this RFP.

#### **4.4.4.1 Location**

The bidder should include the name, location, and telephone number of the office that will be responsible for the project.

#### **4.4.4.2 Organization Chart [Specific]**

The bidder should include an organization chart with names showing the management, supervisory, and other key personnel, including any sub-operators, who will be acting under the Operating Agreement. The chart should include the labor category and title of each such individual.

#### **4.4.4.3 Resumes**

Detailed resumes should be submitted for all management, supervisory, and key personnel who will be acting under the Operating Agreement. Resumes should be structured to emphasize the relevant qualifications and experience of these individuals in successfully completing projects of similar size and scope to those set forth in the Operating Agreement. Resumes should clearly identify previous experience in completing similar projects. Beginning and ending dates should be given for each similar project. A description of the project should be given and should demonstrate how the individual's work on the completed project relates to the individual's ability to contribute to the successful provision of services required by the Operating Agreement. With respect to each similar project, the bidder should include the name and address of each reference, together with a person and telephone number to contact for a reference check.

In the event the bidder must hire or otherwise engage management, supervisory, and/or key personnel if awarded the proposal, the bidder should include a recruitment plan for such personnel. Said recruitment plan should demonstrate that the bidder will be able to initiate and complete the project within the time frame required by this RFP.

#### **4.4.4.4 Backup Staff**

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals performing under the Operating Agreement. Backup staff must be clearly identified as such.

In the event the bidder must hire management, supervisory, and/or key personnel if awarded the proposal, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event that primary individuals initially assigned need assistance or must be replaced during the term of the Operating Agreement.

#### **4.4.4.5 Organization Chart [Complete]**

The bidder should include an organization chart depicting the bidder's entire organizational structure. This chart would show the relationship of the individuals performing under the Operating Agreement to the bidder's overall organizational structure.

#### **4.4.4.6 Experience of Bidder on Projects of Similar Size and Scope**

As evidence of the bidder's ability to complete the services set forth in the Operating Agreement, the bidder should provide a comprehensive listing of park food and events management projects similar in size and scope that it has completed successfully. A description of all such projects should be included and should demonstrate how such projects relate to the bidder's ability to complete the services required under the Operating Agreement. For each such project, the bidder should provide the name and telephone number of a contact person for reference.

Specifically, the bidder should describe its expertise in providing food, beverage, novelty and souvenir concession sales and catering and event management services for municipal, State, and federal parks, including the following:

- i. a description of all municipal, State, and federal parks for which the bidder has provided food, beverage, novelty and souvenir concession sales and catering and event management services, including size, number of visitors served annually, and location of each park; and
- ii. the beginning and ending date of each management agreement or lease associated with each park listed in "i" above.

#### **4.4.4.7 Financial Viability of the Bidder**

The bidder shall provide proof of its financial capacity and capabilities to undertake and successfully carry out its responsibilities under the Operating Agreement. To satisfy this requirement, the bidder shall submit the following with its bid proposal:

- i. The name and address of the bidder's bank, chief banking representative handling the bidder's account, and the bidder's federal employer information number (FEIN number);
- ii. Certified financial statements, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expenses, profit or loss, and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or
- iii. If a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information shall be provided.

#### **4.4.4.8 Sub-Operator(s)**

Operator may subcontract for necessary services related to events at the Park Property. Any and all sub-operators must act in compliance with all terms and conditions of this RFP and the Operating Agreement, as well as with the requirements of all applicable laws. The Operator shall be responsible for any sub-operator's performance and compliance. Operator may not, however, subcontract for the operation of a restaurant if it has obtained an Annual State License Permit from the Division of Alcoholic Beverage Control.

The bidder must provide a detailed description of the services to be provided by each proposed sub-operator. The bidder further should provide a detailed resume for each sub-operator's management, supervisory, and other key personnel demonstrating knowledge, ability, and experience relevant to the work the sub-operator would be designated to perform.

The bidder should provide documented experience to demonstrate that each sub-operator successfully has performed work on projects of similar size and scope to the work the sub-operator has been designated to perform in the bidder's proposal.

NOTE: Before the Operator may allow a sub-operator to operate or use the Park Property, both the Operator and the sub-operator must sign a sub-operating agreement, which shall be subject to the Department's written approval prior to taking effect.

#### **4.4.5 Monetary Proposal (Part 5)**

The bidder must submit all requested monetary proposals. Failure to submit all requested monetary proposals may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm through completion of the proposal award process.

Each bidder shall submit two figures as part of its monetary bid:

- i. A fixed annual fee, increased annually by three (3) percent, to be paid to the Department; and
- ii. A percentage of its annual gross revenue earned from its operations at the Park Property, to be paid to the Department.

For purposes of this RFP and the Operating Agreement, gross revenue is defined to include all sales at the gross selling price of merchandise and items of every character sold in, upon, or through the Park Property by the Operator, or any other person, firm, or corporation, including, but not limited to, all revenues and sales related to the food, beverage, novelty and souvenir sales and catering and events management services at the Park Property, and gross charges for all services to customers or patrons, and shall include sales and charges for cash and credit, regardless of whether or not the same is collected or uncollected, less all proper credits for returned merchandise, merchandise exchanges and merchandise cancellations, allowances, or discounts, as

well as any sales taxes collected by the Operator and remitted to taxing authorities with respect to each Term Year as provided in the Operating Agreement.

## **5.0 AGREEMENT TERMS & CONDITIONS**

### **5.1 Precedence of Agreement Terms and Conditions**

The Operating Agreement ultimately shall consist of this RFP, any addendum to this RFP, the winning bidder's proposal, the Department's Notice of Acceptance, and the executed Operating Agreement. The bidder shall agree to all of the material terms and conditions of the Operating Agreement.

In the event of a conflict between the provisions of this RFP and any addendum to the RFP, the addendum shall govern. In the event of a conflict between the provisions of this RFP (including any addendum to same) and the winning bidder's proposal, the RFP and/or addendum shall govern.

### **5.2 Agreement Term and Extension Option**

The term of the Operating Agreement shall be for a period of ten (10) years, unless earlier terminated pursuant to the terms of the Operating Agreement. The anticipated Effective Date will be provided in the Operating Agreement. If delays in the bid process result in an adjustment of the anticipated Effective Date, the bidder agrees to accept an agreement for the full term of same. The Operating Agreement may be extended for an additional five (5) year period, by mutual written consent of the Operator and the Department.

If the Department permits the Operator to continue operating the aforementioned services at the Park Property after expiration of the Operating Agreement without having executed a new written agreement with the Department, then the Operator shall provide those services at the Park Property subject to all terms, covenants, and conditions contained in the expired Operating Agreement. Such continuation of operations by the Operator shall not constitute a renewal or extension of the expired Operating Agreement.

## **6.0 PROPOSAL EVALUATION & SELECTION PROCESS**

### **6.1 Proposal Evaluation Committee**

Proposals will be evaluated by an Evaluation Committee composed of representatives from the Department.

### **6.2 Oral Presentation and/or Clarification of Proposal**

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee also may require a bidder to submit written responses to questions regarding its bid proposal. The purpose of such communication with a bidder, either through an oral presentation or written letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. However, original bid proposals may not be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Further, bidders may not attend presentations made by other bidders.

It is within the discretion of the Evaluation Committee to require a bidder to make an oral presentation or to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Administrator will be the sole point of contact regarding any request for an oral presentation or written clarification.

### **6.3 Evaluation Criteria**

The following evaluation criteria, not necessarily listed in order of significance, shall be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the review process:

- i. The bidder's general approach and plans in meeting the requirements of this RFP;
- ii. The bidder's detailed approach and plans to perform the services proposed;
- iii. The bidder's documented experience in successfully managing and operating basic concession services and catering/event management services of a similar size and scope to those required in this RFP;
- iv. The qualifications and experience of the bidder's management, supervisory, and other key personnel assigned to the Operating Agreement, with emphasis on documented experience in successfully managing and operating basic concession services and catering/event management services similar in size and scope to those described in this RFP;
- v. The bidder's overall ability to mobilize, undertake, and successfully perform in accordance with the Operating Agreement. This judgment will include but not be limited to the number and qualifications of management, supervisory, and other staff proposed, the availability and commitment to the Operating Agreement of the bidder's management, supervisory, and other staff proposed, and the bidder's Operational Management Plan;
- vi. The bidder's marketing strategy;

- vii. The bidder's proposal to perform services beyond the minimum requirements of the RFP, as described in Section 1.1.2 of this RFP, such as construction and operation of a restaurant and other permissible services that will increase use of the Park Property;
- viii. The bidder's financial viability and organizational history; and
- ix. The bidder's monetary proposal.

#### **6.4 Selection Process**

The proposal shall be awarded with reasonable promptness and by written notice to the responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected if the Department determines that it is in the public interest to do so.

#### **7.0 EXHIBITS**

- A. Maps of Park Property delineating the areas and facilities within the scope of the RFP
- B. Operating Agreement
- C. Affirmative Action Employee Information Report
- D. Pay to Play Forms: (1) Ownership Disclosure Form; (2) Contractor Certification and Disclosure of Political Contributions Form (P.L. 2005, c. 51); and (3) Instructions -- Contractor Certification and Disclosure of Political Contributions (P.L. 2005, c. 51); and (4) Vendor Certification and Disclosure of Political Contribution Disclosure Form (P.L. 2005, c. 2711)
- E. Management Agreement with Central Parking, Inc.